

4/2/01 DRAFT

State of Hawaii
Department of Land & Natural Resources
Division of Forestry and Wildlife
1151 Punchbowl Street
Honolulu, Hawaii 96813

PROTECTED
WILDLIFE Permit No. WLIT-02

Date of Issue: _____

Valid Until: Unless Rescinded

PROTECTED WILDLIFE PERMIT

For the purpose of:

INCIDENTAL TAKE

The Board of Land and Natural Resources hereby grants permission under the authority of §195D-22 Hawaii Revised Statutes and all other applicable laws, to:

Umikoa Ranch
458 Ponahawai Street
Hilo, Hawaii 96720

To: take, if such taking is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity;

For the purpose of: facilitating the restoration of koloa and nene to the Hamakua District of the island of Hawaii;

The following species:

<u>Common Name</u>	<u>Scientific Name</u>	<u>No. of Specimens</u>	<u>Location</u>
Koloa, Hawaiian duck	<i>Anas wyvilliana</i>	Any koloa above baseline on or at the enrolled lands and their progeny.	Lands owned or otherwise controlled by Umikoa Ranch on the island of Hawaii.
Nene, Hawaiian goose	<i>Branta sandvicensis</i>	Any nene on or at the enrolled lands and their progeny.	Lands owned or otherwise controlled by Umikoa Ranch on the island of Hawaii.

Subject to the following conditions:

1. This permit only authorizes the permittee to conduct incidental take activities on lands owned or otherwise controlled by Umikoa Ranch.
2. This permit is valid only if Umikoa Ranch abides by the terms and conditions of the Agreement: "Safe Harbor Agreement and Habitat Management Plan for Koloa (Hawaiian duck) and Nene (Hawaiian goose) on Umikoa Ranch, Island of Hawaii" for the duration of the Agreement.
3. This permit is valid for species protected by federal law only if accompanied by proper federal permits. Permit numbers for the required permits must be provided:

USFWS 10(a)(1)(A) permit no. _____

4. This permit shall become valid upon completion of the following:
 - i. A legal representative of Umikoa Ranch has acknowledged understanding and agreement to abide by its conditions by signing two copies of Attachment 1, which is attached hereto and made a part of this permit.
 - ii. Both copies of the signed permit must be returned to the Division of Forestry and Wildlife. Upon approval by the Chairperson of the Board of Land and Natural Resources, a copy of the permit will be returned to the applicant.
5. The rights and obligations under this permit shall run with the ownership of the Ranch Premises. Any future transfer of these rights and obligations to a new owner shall be authorized upon execution of a new Attachment 1, signed by a legal representative of the new owner.

6. The rights to incidental take provided under this permit shall survive the expiration, suspension, rescission or early termination of the "Safe Harbor Agreement and Habitat Management Plan for Koloa (Hawaiian duck) and Nene (Hawaiian goose) on Umikoa Ranch, Island of Hawaii".
7. Notwithstanding any other law to the contrary, the Board may suspend or rescind this permit if the Board determines that the Ranch, or their successors, have breached their obligations under this permit and have failed to cure the breach in a timely manner, and the effect of the breach is to diminish the likelihood that the goals of the Safe Harbor Agreement will be achieved.
8. Umikoa Ranch may continue current land use practices, undertake new ones, or make any other lawful use of the property, even if such use incidentally results in the loss of nene or koloa or their habitat covered under this Agreement.
9. The allowable incidental take authorized by this permit is all koloa above baseline and their progeny, and all nene above baseline and their progeny.
10. Without any limitation on the general nature of the incidental take authorized under this Agreement, Umikoa Ranch shall not be held responsible for any death or injury of nene resulting from a *force majeure* event. The term *force majeure* means events that are beyond the reasonable control of, and did not occur through the fault of negligence of, Umikoa Ranch, including but not limited to: "acts of God" or sudden actions of the elements, including fire, excessive rainfall, and drought. Should a *force majeure* event occur that results in injury or death of nene on the enrolled lands and the principals of the Ranch have actual knowledge of the event, then Umikoa Ranch should simply report such an event to DLNR and USFWS within 10 days of the occurrence.
11. DLNR will be notified within 30 days in advance of any planned land use practice (e.g., controlled burn, fencing, construction, tree harvesting, ground scarification, etc.) which the Ranch reasonably anticipates may result in the incidental take of nene on the enrolled lands; and provide DLNR with the opportunity to capture and/or relocate any potentially affected nene.
12. Cases of injured or diseased koloa or nene will be reported to DLNR as per guidelines in Appendix F to the "Safe Harbor Agreement and Habitat Management Plan for Koloa (Hawaiian duck) and Nene (Hawaiian goose) on Umikoa Ranch, Island of Hawaii".
13. Koloa or nene that are found dead or accidentally killed will be reported to DLNR, Division of Forestry and Wildlife. Disposition of the carcass will be according to guidelines described in "Appendix F. Guidelines for Handling Injured Koloa/Nene and Koloa/Nene Carcasses". The Bishop Museum, Honolulu, shall be given first refusal for all specimens which have been salvaged or accidentally killed. (Contact - Vertebrate Collections Manager, Bernice Pauahi Bishop Museum, 1525 Bernice Street, Honolulu, Hawaii 96817-0916, phone # 808-848-4198). Specimens not accepted by the Bishop Museum must be deposited at other recognized museums or universities, unless specifically directed by the Division of Forestry and Wildlife.

GILBERT S. COLOMA-AGARAN, Chairperson and
Member
Board of Land and Natural Resources

cc: / / DOFAW Hawaii Branch Manager, Jon Giffin
 / / DOCARE
 / / Senior Resident Agent, USFWS-Law Enforcement, Honolulu
 / / USFWS Pacific Islands Office, Honolulu

Attachment No. 1 to PROTECTED WILDLIFE PERMIT No. WLIT-02

The undersigned has read, understand and hereby agree to abide by permit conditions 1 - 13 stipulated on pages 1 and 2 in PROTECTED WILDLIFE PERMIT No. WLIT-02.

UMIKOA RANCH

By: _____

Date: _____